

Issuance Date: July 27, 2012
Proposal Submittals Due Date: August 10, 2012
BMA Approval Date: September 24, 2012

**CITY OF GERMANTOWN
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)
SOUTHERN AVENUE WATER TREATMENT PLANT AERATION
TOWERS
REFURBISHMENT & SEISMIC RETROFIT**



**1930 S. Germantown Road
Germantown, TN 38138**



CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

Request for Statement of Qualifications

Southern Avenue Water Treatment Plant Aeration Towers Refurbishment & Seismic Retrofit

Date: July 27, 2012

The City of Germantown, Tennessee, will accept Statements of Qualifications for:

Southern Avenue Water Treatment Plant Aeration Towers Refurbishment & Seismic Retrofit

Proposal shall be mailed in a **sealed envelope** marked “**RFSOQ - Southern Avenue Water Treatment Plant Aeration Towers Refurbishment & Seismic Retrofit**” in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Proposal must be received by the City prior to the time indicated below.)* **Please mark envelope with the name of the Proposal.**

Proposal shall be submitted by 2:00 p.m. CST on August 10, 2012 at 1930 S. Germantown Road in Germantown, Tennessee.

The City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals. *Proposals must be submitted on the Proposal document that the City issues and it must be signed.*

See Attached Request for Statement of Qualifications for detailed requirements. The Contract Acknowledgement Form (Appendix A) will be required with the proposal submission.

The form of the standard Germantown Professional Services Agreement is included and will be required from the selected firm. The Successful Firm shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Proposal or all Proposals submitted.

Sincerely,

Lisa A. Piefer

Lisa A. Piefer
Purchasing Officer

CITY OF GERMANTOWN
REQUEST FOR STATEMENT OF QUALIFICATIONS
Southern Avenue Water Treatment Plant Aeration Towers
Refurbishment & Seismic Retrofit

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**CITY OF GERMANTOWN
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
SOUTHERN AVENUE WATER TREATMENT PLANT AERATION TOWERS
REFURBISHMENT & SEISMIC RETROFIT**

SECTION I. GENERAL INFORMATION

I.1 PURPOSE

The City of Germantown requests to receive statements of qualifications (RFSOQ) from qualified engineering firms in order to retain the services of a consulting firm to provide professional engineering services for the seismic retrofit and refurbishment of the Southern Avenue Water Treatment Plant Aeration Towers.

I.2 BACKGROUND

The Aeration Towers at the Southern Avenue Water Treatment Plant were built prior to current seismic design standards when constructed in 1976 and 1982. They are free standing reinforced concrete structures 24 feet wide by 88 feet long by 35 feet high. These structures serve the purpose to build oxygen and reduce carbon dioxide in our potable water supply making the water less corrosive, more palatable, and less hard. The water is pushed to the top of these structures by the various wells where the water flows by gravity through a series of troughs breaking the water up allowing carbon dioxide to dissipate and oxygen to permeate the water. Due to the general deterioration over the 30 plus years of use and the results of a 2008 Seismic Evaluation of City Facilities that indicated that there was 45% risk of structural damage to the structures in the event of a major earthquake, we are seeking professional engineering design services for the upgrade and seismic retrofit of the structures.

I.3 GENERAL SCOPE OF SERVICES

The scope of services to be requested of the selected firm is expected to include but not necessarily be limited to the following tasks:

- Perform site investigations and studies as required
- Prepare plans, specifications and detailed cost estimates for refurbishment and seismic retrofit
- Perform project meeting coordination
- Provide construction inspection during construction
- Provide contract administration including review and approval of pay requests
- Provide coordination with outside agencies and utilities

I.4 PROPOSALS INQUIRIES

All inquiries concerning this "Request for Statement of Qualifications (RFSOQ)" should be directed to the Purchasing Officer, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at Lpiefer@germantown-tn.gov . The deadline for submitting questions is August 7, 2012 at 2pm CST. Informal inquiries that are informational in nature can be made at any time by calling the Purchasing division at (901) 757-7260. The City may

conduct conferences or otherwise communicate with all parties who may be interested in responding to a Proposal prior to the time that Proposals are to be received.

Any response to inquiries that affect all Consultants will result in notification of all Consultants of such information by Addendum. Should there be any addendums issued, the Addendum Acknowledgement Form will accompany the Addendum and be required when submitting your Proposal.

I.5 MAILING ADDRESS

Proposals and submittals shall either be mailed or hand-delivered to one of the following addresses:

Mail: Purchasing Officer
City of Germantown
P. O. Box 38809
Germantown, TN 38183

Delivery: Purchasing Officer
City of Germantown
1930 S. Germantown Road
Germantown, TN 38138

I.6 PROPOSALS SUBMITTAL DEADLINE

All Proposals must be received by the City of Germantown Purchasing Officer at the address listed above prior to **2:00 p.m. CST on August 10, 2012.** Each proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: **SOUTHERN AVENUE WATER TREATMENT PLANT AERATION TOWERS REFURBISHMENT & SEISMIC RETROFIT.** The Consultant's name and address must also be clearly indicated on the envelope. All submittals must be typewritten or machine printed, except that forms required as part of the submission may be hand-printed in ink.

I.7 CONSIDERATION OF PROPOSALS

Any proposal that is not received in the Purchasing Officer's office prior to the deadline date and time will not be considered and shall be returned unopened to the Consultant. The City reserves the right to accept or reject any and all proposals and to waive technicalities or irregularities involving any proposal. Under no circumstances shall the City be responsible for any costs and expenses incurred by any proposer in preparing and submitting responses to this solicitation.

I.8 SELECTION PROCESS

It is the intent of the City to award the contract for this project to the Consultant that best meets the specifications and anticipates the future needs of the City concerning the project and that is most responsive to every aspect of this Proposal. The evaluation factors that will be used in the selection process are set forth in Evaluation Factors in **Section I.9 of this Proposal.** Proposals will be evaluated based on information provided in the Proposal's submittal.

The City reserves the right to make a selection directly from the Proposal or require an interview of the top individuals or firms. The City also reserves the right to negotiate the final contract, scope of work and fee with the selected firm. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective proposers, including the right to request modifications in the partnering of associated firms or individuals.

Failure to meet the specified requirements will be cause for rejection of the Proposal. In all cases, the City will be the sole judge as to whether a Consultant's Proposal has or has not satisfactorily met the requirements of this RFSOQ.

The City may reject any Proposal if it is conditional, incomplete, or contains irregularities. The City may waive any non-substantial deviation in a Proposal. Waiver of a non-substantial deviation shall in no way modify the RFSOQ documents nor affect the recommendation for awarding of the Contract.

Furthermore, the City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals.

I.9 EVALUATION CRITERIA

The following Qualification Based Selection evaluation criteria will be used in the selection process but are not to be considered all inclusive:

- **Overall Qualifications and Experience (Maximum 40 points)**
- **Seismic Retrofit Experience (Maximum 30 points)**
- **Water Treatment Plant Refurbishment Experience (Maximum 20 points)**
- **Project Approach (Maximum 10 points)**

I.10 INFORMATION FOR THE SUCCESSFUL CONSULTANT

The City will notify the successful Consultant that it is the successful Consultant by sending a written notice of award. Accompanying the notice of award will be the Professional Services Agreement ("Contract") (**Appendix B**). The Consultant is required to return same to the City, properly executed, within fifteen (15) days of receipt.

The Consultant is required to sign the Contract as set out in the RFSOQ and acknowledged in Contract Acknowledgement Form in **Appendix A**. The Consultant shall be notified by the City when said Contract, with the required attachments, has been approved. The City will thereafter issue writing to the Consultant notifying the Consultant to commence work under the Contract. When such occurs, the Consultant is required to commence work as specified therein.

Further, the Consultant, by submitting its proposal, agrees that it has read and is familiar with all the terms and conditions of the documents making up the Contract documents and will abide by the terms and conditions thereof. The terms of this RFSOQ and the successful proposal shall be incorporated into the final Contract. Furthermore, the successful Consultant will acknowledge such with the submission of the Contract Acknowledgement form in **Appendix A**.

The Contract and other related documents will be interpreted in accordance with and controlled by the laws of the State of Tennessee. The original executed copy of the Contract shall remain on file at the Office of the City Clerk, 1930 South Germantown Road, Germantown, Tennessee 38138

SECTION II. PROPOSAL SUBMITTAL REQUIREMENTS

II.1 SCOPE OF PROJECT

The scope of services to be requested of the selected firm is expected to include but not necessarily be limited to the following tasks:

- Perform site investigations and studies as required
- Prepare plans, specifications and detailed cost estimates for refurbishment and seismic retrofit
- Perform project meeting coordination
- Provide construction inspection during construction
- Provide contract administration including review and approval of pay requests
- Provide coordination with outside agencies and utilities

II.2 PROPOSAL CONTENTS

1. Title Page
2. Letter of Introduction
3. Table of Contents
4. Written details of the following:
 - a. Demonstrate your firm's qualifications, experience, and abilities in design of similar projects.
 - b. Describe your firm's experience, both individually and as a team with similar projects.
 - c. Identify the specific persons from your firm who were involved in each project and define their role.
 - d. Provide project descriptions including project scope, year completed, and estimated project construction cost. Identify and provide resumes for key personnel.
 - e. Describe specific experience for all management personnel, both individually and as a team on projects of a size and scope applicable to this project.
 - f. For each of your firm's team members, list professional memberships that demonstrate qualifications and experience beneficial to this project.
 - g. Provide names and telephone numbers of three references that will attest to your firm's ability to undertake and complete projects similar to this on time and within budget. Results obtained in reference checks may be used to score all evaluation criteria.
 - h. Briefly describe your firm's philosophy and approach to the project that demonstrates the team understands of the project and relevant issues.

II.3 SUBMISSION REQUIREMENTS

Five (5) copies of the RFSOQ are required to be submitted. RFSOQ shall not exceed 25 pages printed in an 8½ by 11 format. Marketing materials, resumes and other similar materials may be submitted as attachments.

SECTION III. CONTRACT REQUIREMENTS

III.1 NEGOTIATION OF CONTRACT

The City reserves the right to negotiate a final contract which is in the best interests of the City considering cost effectiveness. Once a tentative selection has been made by the evaluation committee, the City will attempt to negotiate a contract with the preferred candidate. If the negotiations are not successful, the City will negotiate with other qualified consultants in the order of their respective qualifications until an agreement is reached or City decides to terminate the selection process.

III.2 CONTRACT CONTENTS

The selected Consultant will be required to enter into an Agreement with the City that is in the same form as the City's Contract attached hereto as **Appendix B**.

III.3 TERMINATION

The City will reserve the right to terminate the contract, with or without cause, upon thirty **(30) days** written notice. Following such notice of termination, the City and the Consultant will agree on the amount of payment for all contract items properly performed or furnished prior to the effective date of termination.

III.4 CONSULTANT'S COOPERATION

Employees or sub-Contractors of the Consultant shall comply with the City of Germantown Code of Ethical Conduct for City Employees during those times when they are on-site at a City location and performing services with respect to this Contract. In addition, the Consultant shall comply with any laws or regulations regarding or affecting the execution of this Contract. Please refer to the City's Website for the Ethical Conduct for City Employee Standards: <http://www.germantowntn.gov>

APPENDIX A
CONTRACT ACKNOWLEDGEMENT FORM

The undersigned officer of _____ (*Consultant Name*) (“Consultant”) does hereby certify, individually and on behalf of the Consultant, that:

1. He/she is the duly elected, qualified and acting _____ of Consultant and has full power and authority to execute this Acknowledgement and to submit the Proposal on behalf of the Consultant.

2. He/she has carefully read and is familiar with the terms and conditions of the RFSOQ and the Contract attached hereto as **Appendix B** and agrees to execute said Contract on behalf of the Consultant in the form attached hereto if chosen as the successful Consultant.

Consultant Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This form must be submitted with proposal

APPENDIX B
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein “**Agreement**”) is made and entered into as of the _____ day of September, 2011 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the “**CITY**”) and _____ [insert name of CONSULTANT], a _____ [State where CONSULTANT established] _____ [type of entity – e.g., corporation, LLC, partnership] (herein the “**CONSULTANT**”).

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render engineering services in connection with **Southern Avenue Water Treatment Plant Aeration Towers Refurbishment & Seismic Retrofit** (herein the “**Project**”), and

WHEREAS, the services of a competent professional engineering consultant will be required for design, preparation of construction plans and other related services for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a proposal for the aforesaid work dated _____, 2012 in the form attached hereto and made a part hereof as **Exhibit A** (herein the “**Proposal**”), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

2.00 ADDITIONAL SERVICES

In the event the CITY requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the Board of Mayor and Aldermen.

3.00 NOTICE TO PROCEED

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

4.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

5.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Aldermen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

6.00 DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions, except with regard to the CONSULTANT'S services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

9.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

10.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

11.00 OWNERSHIP OF DOCUMENTS

All documents prepared by the CONSULTANT in connection with the provision of professional services under this Agreement, including, but not limited to, plans, drawings, specifications, and data or programs stored electronically, shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way in its use of such material.

12.00 CONFERENCES AND VISITS TO SITE

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

13.00 CONSULTANT'S ENDORSEMENT

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

14.00 CONTROL

All work by the CONSULTANT is to be performed in accordance with those professional standards applicable to the profession to which the CONSULTANT belongs and in accordance with the established customs, practices, standards and procedures of the CITY, except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request, and the CITY shall provide, conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

15.00 REVISIONS OF PLANS

15.01. Minor Revisions. It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses.

15.02. Major Changes. In the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, and provided that such changes are not required due to any error or omission by the CONSULTANT, the CONSULTANT will make the necessary revisions as required by the CITY. With respect to such revisions, the CITY shall pay CONSULTANT additional compensation as outlined in Paragraph 2.00 herein.

16.00 DELAYS AND EXTENSIONS

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent should be assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

17.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

18.00 CLAIMS, LIABILITY AND INDEMNITY

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants, and/or employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the negligent or willful acts, errors, or omissions of the

CONSULTANT, its agents, servants and/or employees in the performance of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

18.01. Professional Responsibility of Engineer. ENGINEER, for itself, its agents, servants, employees and sub-consultants, agrees to perform all professional services hereunder or associated herewith in accordance with all applicable professional standards and in accordance with sound engineering practice and principles.

As to matters of professional liability, ENGINEER agrees to indemnify and hold harmless the Owner, its agents, volunteers, servants, employees and officials from and against all liability, loss, costs, reasonable attorney's fees or other expenses suffered by those indemnified as a result of any claim to the extent that same is found to have been caused by the negligent acts, errors, or omissions of the ENGINEER or those for whom the ENGINEER is legally liable.

18.02. General Responsibility of Engineer. As to all matters of liability related to or arising out of this agreement other than professional liability, ENGINEER agrees to indemnify and hold harmless the Owner, its agents, volunteers, servants, employees and officials from and against all liability, loss, costs, reasonable attorney's fees or other expenses suffered by those indemnified as a result of any claim to the extent that it is found to have been caused by the acts, errors, or omissions of the ENGINEER or those for the ENGINEER is legally liable.

18.03. Insurance Coverage. The CONSULTANT will carry Comprehensive General Liability Insurance and Errors and Omissions Insurance in futurance of the above indemnification. The Comprehensive General Liability Insurance shall be issued by a responsible insurance company and in a form acceptable to the CITY and provide coverage on an occurrence basis against claims for bodily injury or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The errors and Omissions Insurance coverage shall be issued by a responsible insurance company and in a form acceptable to the CITY and provide coverage in the amount of not less than One Million Dollars (\$1,000,000). The CONSULTANT shall provide the CITY with Certificates on such policies in forms acceptable to the CITY, which Certificates will be furnished to the CITY after execution of this Agreement and prior to issuance of notice to proceed. The indemnities set forth shall survive the expiration or termination of this Agreement

ENGINEER, with prior approval of the OWNER, may assume the defense of any such professional liability claim made against the OWNER, its agents, volunteers, servants, employees or officials.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to: employing; upgrading; demoting or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 19.01 hereinabove. The CONSULTANT shall state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

21.00 AGREEMENT CONTROLLING

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern.

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF GERMANTOWN,
TENNESSEE**

By: _____

Sharon Goldsworthy, Mayor

ATTEST:

By: _____

City Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

City Attorney

**[INSERT NAME OF
CONSULTANT]**

By: _____

Its: _____

CONSULTANT’S Mailing Address:

CONSULTANT’S Telephone Number:
(_____)_____

CONSULTANT’S Facsimile Number:
(_____)_____

EXHIBIT A

Proposal Submitted By: